

Corporate Pensions Client Agreement

Prudential Distribution Limited

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## 1. Introduction

This Agreement sets out the terms and conditions for the services that we, as Prudential Distribution Limited (PDL), will provide you. It covers your rights and obligations, as well as those of PDL.

**As this is a legally binding contract between us and you, it's important that you read this document carefully and keep it in a safe place for future reference.** If you decide to proceed with our services, the terms of this agreement will be deemed to apply from the point at which we provide the service for you.

If after reading this agreement, you've got any further questions or if anything is unclear to you, please contact us using the details in section 4, "How to contact us and how we'll contact you".

To use our services, you must be aged 18 or over and ordinarily a resident in the UK for tax purposes.

### Other documents

In addition to this agreement, the following documents will provide you with important product information:

- Key Features Document
- Key Features Illustration
- Fund Guide

## 2. About us and our services

### 2.1 Our service

We offer a non-advised information service on retirement products that are provided by The Prudential Assurance Company Limited. You will not receive advice or a recommendation from us.

We can support you and give you factual information to help you to make an informed decision online or over the phone or a mix of these – whatever is most appropriate and convenient for you. The decisions you make are your responsibility and we can only give you factual information to help you make them.

The service we offer is different from an independent financial adviser who is obliged to consider all investment and retirement products from all providers. It's also different to a restricted advice service which offers recommendations on a limited number of products from one or more providers. When you make the decision to use our service, you should be comfortable that a non-advised service is right for you.

Please note that supporting information, such as information on our website or that contained within product literature, is not personalised to you or tailored to your individual needs or circumstances.

If you think you would benefit from independent financial advice, or if you wish to take financial advice to discuss any relevant implications of the choices you make, and you don't have a financial adviser, you can find one at [unbiased.co.uk](http://unbiased.co.uk)

We don't review your plans on your behalf. We'll write to you with a statement of the current value of your plan/investment. It's your responsibility to monitor the performance of the product(s) you hold with Prudential.

We'll act honestly, fairly and professionally in your best interests.

### 2.2 Products we offer

Prudential Distribution Limited offer the Corporate Pension Products from The Prudential Assurance Company Limited (PAC). The terms of this Client Agreement cover these products and services.

### 3. What will you have to pay?

You'll be informed about the total amount of our charges before you proceed with an investment.

Charges and costs are shown in product Fund Guides and Key Features Documents, as well as any personal illustrations.

You can't cancel your plan. However, you can reduce or stop your payments at any time. Reducing or stopping your payments will reduce your future pension benefits. Please remember that we'll keep taking our charges, even if you stop your payments.

We might change our charges in the future.

Please make sure you understand how much these charges are before proceeding.

### 4. How to contact us and how we'll contact you

You can contact us on the telephone number provided in the correspondence we send you, or on **0800 000 000** – our lines are open from 8am-6pm, Monday to Friday. You may also contact us at the following address;

**Craigforth  
Stirling  
FK9 4UE**

We might record your call for training and quality purposes.

Our correspondence with you will be sent by us to the address that we have on file for you. All information supplied by us, and all communications between us and you, will be in English. When communicating with you, the acceptable forms of communication will be letter and telephone. If you have any special requirements in terms of how we communicate with you, please let us know and we'll make every effort to accommodate those.

### 5. Confidentiality

We'll maintain the confidentiality of sensitive personal information you provide and will only disclose it as is reasonably necessary in order to provide you with the services that you have requested. This may include disclosure to Providers and other entities within M&G plc, or where the disclosure is required in accordance with any applicable laws and regulations.

### 6. How we use your personal information

For a copy of our latest Data Protection Notice, please visit [pru.co.uk/mydata-cp](https://pru.co.uk/mydata-cp). This details how and why we use your personal information (including any sensitive personal information), who we may share it with and your rights around your personal information. Alternatively, you can request a hard copy to be sent to you by writing to The Data Protection Officer, Customer Service Centre, Lancing BN15 8GB.

Please note that we collect personal information from you that is necessary for us to either provide you with the product or service you've requested or to comply with statutory or contractual requirements. Unfortunately if you don't provide all of the information we require this may mean we are unable to provide our products and services to you.

### 7. Verification of your identity

Our regulator, the Financial Conduct Authority (FCA), requires us to verify the identity of our customers. We may use approved credit reference agencies, tracing companies, financial crime prevention agencies, or publicly available information, to help us to check your identity, as well as to prevent fraud and money laundering; this may include checks on your current or previous addresses.

Results of these may be recorded for future reference.

These checks may also be carried out for a joint policy holder or person(s) that you provide personal information on.

Should we ever lose contact with you, we may use these agencies to verify your address to help us get back in touch. Any transfer of your personal information will always be done securely.

You authorise us to carry out electronic identification checks and, where required, you will provide us with other documentary evidence of your identity that we (or a Provider) may reasonably request.

You're obliged to provide us with true, accurate and factual information at all times.

## 8. Our responsibility to you

We'll act in good faith and with care, skill and diligence when providing you with our services. As a distributor of products, we'll provide sufficient information to enable you to make an informed decision.

We won't be responsible to you:

- (a) In the event of your breach of the terms in this Agreement (except where this was caused by us)
- (b) Where we've acted in good faith in accordance with your instructions, the terms of this Agreement and the FCA Rules.
- (c) For the actions of a Provider or any information given to you about a Product by someone other than Prudential (although we may assist you in your dealings with a Provider as part of the services); or
- (d) For any failure or delay in providing the services if such a failure or delay is due to any cause that is beyond our reasonable control.

We aren't obliged to undertake any action for you, where to do so would be illegal, unreasonable or otherwise in breach of the FCA Rules.

In the event that we're unable to fulfil your instructions, or where a Provider has requested further information or rejected your application, we shall seek to contact you to inform you of this and to take your further instructions. We won't be responsible for any loss you may suffer as consequence, except if the loss is caused by our fraud, negligence or default under the terms of this Agreement and/or the FCA Rules.

Nothing in this agreement shall: (a) exclude any liability of ours to you under any applicable laws and regulations (including the FCA Rules); or (b) remove or reduce your statutory rights in connection with our provision of the services to you.

## 9. Legal and Tax

We offer a non-advised service offering The Prudential Assurance Company Limited (PAC) products. You're responsible for the management of your legal affairs and seeking appropriate legal advice. You remain responsible for making your own financial decisions and for the management of your tax affairs, including making any application filings and payments to HM Revenue and Customs. You might need to pay tax depending on your circumstances and the options you choose. Tax rules can also change in the future.

## 10. Amendments

We may at any time without obtaining your consent, change this Agreement to make it fairer to you or more easily understandable, or to correct a mistake (provided that the correction will not adversely affect you).

We'll notify you if we make a material change to this agreement which will have an impact on the service we provide to you.

## 11. Regulation

Prudential Distribution Limited, Craigforth, Stirling FK9 4UE, is authorised and regulated by the FCA under registration number 194709. You can check our regulatory status on the FCA's website at [fca.org.uk](http://fca.org.uk) or by calling the FCA on its consumer helpline 0800 111 6768. You can write to the FCA at 12 Endeavour Square, London E20 1JN.

## 12. Your client category

We classify you as a 'retail client' under Financial Conduct Authority (FCA) rules. This means you'll receive the highest level of protection for complaints and compensation and receive information in a straightforward way.

## 13. Conflict of interest

We want to make sure that we uphold our reputation for conducting business with integrity. If we become aware that our interests may conflict with yours we will take all reasonable steps to manage it in an appropriate manner.

We have drawn up a policy to deal with any conflicts of interest. If you would like to know the full details of our Conflict of Interest Policy, please contact us using the details in section 4 "How to contact us and how we'll contact you".

## 14. Financial strength

Prudential meets regulatory standards for meeting its financial obligations. You can read our solvency and financial conditions reports at [pru.co.uk/about\\_us](http://pru.co.uk/about_us) or if you contact us using the details in section 4 "How to contact us and how we'll contact you" we can post some information to you.

## 15. Complaints and compensation

If you want to make a complaint, please contact us:

- in writing:  
**Complaint Resolution  
Prudential  
Lancing  
BN15 8GB**
- by phone: **0800 000 000**
- on our website: **[pru.co.uk](http://pru.co.uk)**

We might record your call for training and quality purposes.

We'll always acknowledge that we've received your complaint. Details of our complaints handling procedure can be found at: [pru.co.uk/contact\\_us/complaint/](http://pru.co.uk/contact_us/complaint/)

Our lines are open 8am-6pm, Monday-Friday.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service:

**The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR**

**Telephone: 0800 023 4567**

Further information about the Financial Ombudsman Service is available from us on request or on the website: [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

Making a complaint will not prejudice your rights to pursue a claim in the courts.

Prudential Distribution Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that if we are unable to meet our liabilities to you, you may be eligible for compensation if you are within the eligibility criteria for the FSCS. This depends on the type of business and the circumstances of your claim.

Establishing the level of protection that the FSCS may provide is not a straightforward task. The FSCS may provide some protection, but it is a 'last resort' arrangement and the FSCS confirm coverage on a case by case basis. Any opinion that we've expressed as to the potential degree of protection provided by the FSCS is based on our understanding of the rules as they currently stand and may be subject to change. You should contact the FSCS for advice.

Further details about the FSCS is available from us on request and on the FSCS's website: [fscs.org.uk](https://www.fscs.org.uk)

This is our standard client agreement upon which we intend to rely. For your own benefit and protection you should read these terms carefully. You must let us know if you don't agree with them as we will otherwise assume you have. If you don't understand any point please ask for further information.

## 16. Risks

The value of your investment can go down as well as up so you might get back less than you put in.

Specific risk warnings relevant to the investments you select will be covered with you before you take out your plan. They will also be explained in the relevant documentation provided to you.

You'll be responsible for deciding if the products and investments we offer are suitable for you and that they meet your demands and needs. It's important that if you have any questions about the risk related to this service, or the products available, you should ensure you get answers to these before you proceed.

## 17. Governing law

This agreement is governed by and shall be construed in accordance with English law. The English Courts will have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement.

The information contained in this Agreement is based on our understanding of current legislation and FCA practice, and could be affected by changes in legislation, regulations and practice.

[pru.co.uk](https://pru.co.uk)

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